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EXPERIAN INFORMATION
SOLUTIONS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RONALD CUPP,

Plaintiff,

v.

LEXISNEXIS SOLUTIONS, LEXISNEXIS
RISK DATA MANAGEMENT INC.,
LEXISNEXIS RISK DATA
MANAGEMENT LLC, LUNDQUIST
CONSULTING, INC., EXPERIAN
INFORMATION SOLUTIONS, INC.,
EQUIFAX INFORMATION SERVICES,
LLC., TRANS UNION, LLC, EARLY
WARNING SERVICES, LLC., DOES 1-10,

Defendants.

Case No. 3:24-cv-00833-CRB

Honorable Charles R. Breyer

**DEFENDANT EXPERIAN INFORMATION
SOLUTIONS, INC.'S ANSWER TO
PLAINTIFF'S COMPLAINT**

COMES NOW Defendant Experian Information Solutions, Inc. ("Experian"), by and through its undersigned counsel, and answers Plaintiff Ronald Cupp's ("Plaintiff") Complaint (the "Complaint") as follows:

JURISDICTION AND VENUE

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff has alleged that jurisdiction is proper. As to the remaining allegations in Paragraph 1, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient

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Case No. 3:24-cv-00833-CRB

1 to form a belief about the truth of those allegations, and therefore denies, generally and
2 specifically, each and every allegation contained therein.

3 2. In response to paragraph 2 of the Complaint, Experian admits that Plaintiff has
4 alleged that venue is proper in this district. As to the remaining allegations in Paragraph 2,
5 Experian states that the allegations contained therein are legal conclusions not subject to
6 admission or denial. To the extent a response is required, Experian lacks knowledge or
7 information sufficient to form a belief about the truth of those allegations, and therefore denies,
8 generally and specifically, each and every allegation contained therein.

9 **PARTIES**

10 3. In response to paragraph 3 of the Complaint, Experian lacks knowledge or
11 information sufficient to form a belief as to the truth of those allegations and, on that basis,
12 denies, generally and specifically, each and every allegation contained therein.

13 4. In response to paragraph 4 of the Complaint, Experian lacks knowledge or
14 information sufficient to form a belief as to the truth of those allegations and, on that basis,
15 denies, generally and specifically, each and every allegation contained therein.

16 5. In response to paragraph 5 of the Complaint, Experian lacks knowledge or
17 information sufficient to form a belief as to the truth of those allegations and, on that basis,
18 denies, generally and specifically, each and every allegation contained therein.

19 6. In response to paragraph 6 of the Complaint, Experian lacks knowledge or
20 information sufficient to form a belief as to the truth of those allegations and, on that basis,
21 denies, generally and specifically, each and every allegation contained therein.

22 7. In response to paragraph 7 of the Complaint, Experian lacks knowledge or
23 information sufficient to form a belief as to the truth of those allegations and, on that basis,
24 denies, generally and specifically, each and every allegation contained therein.

25 8. In response to paragraph 8 of the Complaint, Experian admits that it is an Ohio
26 corporation, with its principal place of business in Costa Mesa, California. Except as specifically
27 admitted, Experian denies, generally and specifically, each and every remaining allegation of
28 Paragraph 8 of the Complaint.

1 9. In response to paragraph 9 of the Complaint, Experian lacks knowledge or
2 information sufficient to form a belief as to the truth of those allegations and, on that basis,
3 denies, generally and specifically, each and every allegation contained therein.

4 10. In response to paragraph 10 of the Complaint, Experian lacks knowledge or
5 information sufficient to form a belief as to the truth of those allegations and, on that basis,
6 denies, generally and specifically, each and every allegation contained therein.

7 11. In response to paragraph 11 of the Complaint, Experian lacks knowledge or
8 information sufficient to form a belief as to the truth of those allegations and, on that basis,
9 denies, generally and specifically, each and every allegation contained therein.

10 12. In response to paragraph 12 of the Complaint, as to the allegations in Paragraph
11 12 that relate to Experian, Experian admits that it is a “consumer reporting agency” as defined by
12 15 U.S.C. § 1681a(f). As to the allegations in Paragraph 12 that relate to other defendants,
13 Experian lacks knowledge or information sufficient to form a belief about the truth of those
14 allegations and, on that basis, denies, generally and specifically, each and every allegation
15 contained therein.

16 13. In response to paragraph 13 of the Complaint, Experian admits that it issues
17 consumer reports as defined by 15 U.S.C. § 1681(d). Except as specifically admitted, Experian is
18 without knowledge or information sufficient to form a belief as to the truth of the allegations
19 contained therein and, on that basis, denies, generally and specifically, each and every remaining
20 allegation of Paragraph 13 of the Complaint.

21 14. In response to paragraph 14 of the Complaint, Experian admits that it issues
22 consumer reports as defined by 15 U.S.C. § 1681(d). Except as specifically admitted, Experian is
23 without knowledge or information sufficient to form a belief as to the truth of the allegations
24 contained therein and, on that basis, denies, generally and specifically, each and every remaining
25 allegation of Paragraph 14 of the Complaint.

26 15. In response to paragraph 15 of the Complaint, Experian admits that it is a
27 consumer reporting agency and, as such, issues “consumer credit reports” as defined by Cal. Civ.
28 Code § 1785.3(c). Except as specifically admitted, Experian is without knowledge or information

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1 sufficient to form a belief as to the truth of the allegations contained therein and, on that basis,
2 denies, generally and specifically, each and every allegation contained therein.

3 **FACTUAL ALLEGATIONS**

4 16. In response to paragraph 16 of the Complaint, Experian admits, upon
5 information and belief, that Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c). Except
6 as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to
7 the truth of the remaining allegations in Paragraph 16 of the Complaint, and, on that basis, denies,
8 generally and specifically, each and every remaining allegation contained therein.

9 17. In response to paragraph 17 of the Complaint, Experian lacks knowledge or
10 information sufficient to form a belief as to the truth of those allegations and, on that basis,
11 denies, generally and specifically, each and every allegation contained therein.

12 18. In response to paragraph 18 of the Complaint, as to the allegations in Paragraph
13 12 that relate to Experian, Experian admits that it is a “consumer reporting agency” as defined by
14 15 U.S.C. § 1681a(f). As to the allegations in Paragraph 18 that relate to other defendants,
15 Experian lacks knowledge or information sufficient to form a belief about the truth of those
16 allegations and, on that basis, denies, generally and specifically, each and every allegation
17 contained therein.

18 19. In response to paragraph 19 of the Complaint, Experian lacks knowledge or
19 information sufficient to form a belief as to the truth of those allegations and, on that basis,
20 denies, generally and specifically, each and every allegation contained therein.

21 20. In response to paragraph 20 of the Complaint, Experian lacks knowledge or
22 information sufficient to form a belief as to the truth of those allegations and, on that basis,
23 denies, generally and specifically, each and every allegation contained therein.

24 21. In response to paragraph 21 of the Complaint, Experian lacks knowledge or
25 information sufficient to form a belief as to the truth of those allegations and, on that basis,
26 denies, generally and specifically, each and every allegation contained therein.

1 22. In response to paragraph 22 of the Complaint, Experian lacks knowledge or
2 information sufficient to form a belief as to the truth of those allegations and, on that basis,
3 denies, generally and specifically, each and every allegation contained therein.

4 23. In response to paragraph 23 of the Complaint, Experian lacks knowledge or
5 information sufficient to form a belief as to the truth of those allegations and, on that basis,
6 denies, generally and specifically, each and every allegation contained therein.

7 24. In response to paragraph 24 of the Complaint, Experian lacks knowledge or
8 information sufficient to form a belief as to the truth of those allegations and, on that basis,
9 denies, generally and specifically, each and every allegation contained therein.

10 25. In response to paragraph 25 of the Complaint, Experian lacks knowledge or
11 information sufficient to form a belief as to the truth of those allegations and, on that basis,
12 denies, generally and specifically, each and every allegation contained therein.

13 26. In response to paragraph 26 of the Complaint, Experian lacks knowledge or
14 information sufficient to form a belief as to the truth of those allegations and, on that basis,
15 denies, generally and specifically, each and every allegation contained therein.

16 27. In response to paragraph 27 of the Complaint, Experian lacks knowledge or
17 information sufficient to form a belief as to the truth of those allegations and, on that basis,
18 denies, generally and specifically, each and every allegation contained therein.

19 28. In response to paragraph 28 of the Complaint, Experian lacks knowledge or
20 information sufficient to form a belief as to the truth of those allegations and, on that basis,
21 denies, generally and specifically, each and every allegation contained therein.

22 29. In response to paragraph 29 of the Complaint, Experian lacks knowledge or
23 information sufficient to form a belief as to the truth of those allegations and, on that basis,
24 denies, generally and specifically, each and every allegation contained therein.

25 30. In response to paragraph 30 of the Complaint, Experian lacks knowledge or
26 information sufficient to form a belief as to the truth of those allegations and, on that basis,
27 denies, generally and specifically, each and every allegation contained therein.
28

31. In response to paragraph 31 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

ACCURACY REQUIREMENTS FOR REPORTING AND OTHER REQUIREMENTS
FOR FURNISHERS AND CREDIT REPORTING AGENCIES

32. In response to paragraph 32 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 32 that relate to other defendants, Experian lacks knowledge or information sufficient to form a belief about the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, Experian states that the FCRA and Gramm-Leach-Bliley Act speak for themselves, and Experian denies Paragraph 33 to the extent it is inconsistent with the FCRA or Gramm-Leach-Bliley Act. To the extent a further response is necessary, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of Paragraph 33 of the Complaint.

34. In response to paragraph 34 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

35. In response to paragraph 35 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in Paragraph 35 that relate to other defendants, Experian lacks knowledge or information sufficient to form a belief about the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

36. In response to paragraph 36 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a

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1 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
2 truth of the allegations contained in Paragraph 36 of the Complaint and, on that basis, denies,
3 generally and specifically, each and every allegation contained therein.

4 37. In response to paragraph 37 of the Complaint, Experian states that the allegations
5 contained therein are legal conclusions not subject to admission or denial. To the extent a
6 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in Paragraph 37 of the Complaint and, on that basis, denies,
8 generally and specifically, each and every allegation contained therein.

9 38. In response to paragraph 38 of the Complaint, Experian states that the FCRA and
10 CCRAA speak for themselves, and Experian denies Paragraph 38 to the extent it is inconsistent
11 with the FCRA or CCRAA. To the extent a further response is necessary, Experian is without
12 knowledge or information sufficient to form a belief as to the truth of the allegations and, on that
13 basis, denies, generally and specifically, each and every remaining allegation of Paragraph 38 of
14 the Complaint.

15 39. In response to paragraph 39 of the Complaint, Experian states that the allegations
16 contained therein are legal conclusions not subject to admission or denial. To the extent a
17 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
18 truth of the allegations contained in Paragraph 39 of the Complaint and, on that basis, denies,
19 generally and specifically, each and every allegation contained therein.

20 40. In response to paragraph 40 of the Complaint, Experian states that the allegations
21 contained therein are legal conclusions not subject to admission or denial. To the extent a
22 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
23 truth of the allegations contained in Paragraph 40 of the Complaint and, on that basis, denies,
24 generally and specifically, each and every allegation contained therein.

25 41. In response to paragraph 41 of the Complaint, Experian states that the allegations
26 contained therein are legal conclusions not subject to admission or denial. To the extent a
27 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
28

1 truth of the allegations contained in Paragraph 41 of the Complaint and, on that basis, denies,
2 generally and specifically, each and every allegation contained therein.

3 42. In response to paragraph 42 of the Complaint, Experian states that the allegations
4 contained therein are legal conclusions not subject to admission or denial. To the extent a
5 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
6 truth of the allegations contained in Paragraph 42 of the Complaint and, on that basis, denies,
7 generally and specifically, each and every allegation contained therein.

8 **MAY NOT REPORT UNVERIFIABLE INFORMATION**

9 43. In response to paragraph 43 of the Complaint, Experian states that the allegations
10 contained therein are legal conclusions not subject to admission or denial. To the extent a
11 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
12 truth of the allegations contained in Paragraph 43 of the Complaint and, on that basis, denies,
13 generally and specifically, each and every allegation contained therein.

14 44. In response to paragraph 44 of the Complaint, Experian lacks knowledge or
15 information sufficient to form a belief as to the truth of those allegations and, on that basis,
16 denies, generally and specifically, each and every allegation contained therein.

17 45. In response to paragraph 45 of the Complaint, Experian lacks knowledge or
18 information sufficient to form a belief as to the truth of those allegations and, on that basis,
19 denies, generally and specifically, each and every allegation contained therein.

20 46. In response to paragraph 46 of the Complaint, Experian lacks knowledge or
21 information sufficient to form a belief as to the truth of those allegations and, on that basis,
22 denies, generally and specifically, each and every allegation contained therein.

23 47. In response to paragraph 47 of the Complaint, Experian states that the allegations
24 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
25 the FCRA speaks for itself, and Experian denies Paragraph 47 to the extent it is inconsistent with
26 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
27 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
28 generally and specifically, each and every remaining allegation of Paragraph 47 of the Complaint.

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1 48. In response to paragraph 48 of the Complaint, Experian states that the allegations
 2 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
 3 the FCRA speaks for itself, and Experian denies Paragraph 48 to the extent it is inconsistent with
 4 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
 5 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
 6 generally and specifically, each and every remaining allegation of Paragraph 48 of the Complaint.

7 49. In response to paragraph 49 of the Complaint, Experian states that the allegations
 8 contained therein are legal conclusions not subject to admission or denial. To the extent a
 9 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
 10 truth of the allegations contained in Paragraph 49 of the Complaint and, on that basis, denies,
 11 generally and specifically, each and every allegation contained therein.

12 50. In response to paragraph 50 of the Complaint, Experian states that the allegations
 13 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
 14 the FCRA speaks for itself, and Experian denies Paragraph 50 to the extent it is inconsistent with
 15 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
 16 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
 17 generally and specifically, each and every remaining allegation of Paragraph 50 of the Complaint.

18 **FURNISHERS CANNOT MEET THEIR PRELIMINARY ACCURACY STANDARDS**

19 **WHEN REPORTING BANKRUPTCIES FROM THEIR SOURCES**

20 51. In response to paragraph 51 of the Complaint, Experian lacks knowledge or
 21 information sufficient to form a belief as to the truth of those allegations and, on that basis,
 22 denies, generally and specifically, each and every allegation contained therein.

23 52. In response to paragraph 52 of the Complaint, Experian lacks knowledge or
 24 information sufficient to form a belief as to the truth of those allegations and, on that basis,
 25 denies, generally and specifically, each and every allegation contained therein.

26 53. In response to paragraph 53 of the Complaint, Experian states that the 1974
 27 Privacy Act speaks for itself, and Experian denies Paragraph 53 to the extent it is inconsistent
 28 with the 1974 Privacy Act. To the extent a further response is necessary, Experian is without

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1 knowledge or information sufficient to form a belief as to the truth of the allegations and, on that
2 basis, denies, generally and specifically, each and every remaining allegation of Paragraph 53 of
3 the Complaint.

4 54. In response to paragraph 54 of the Complaint, Experian states that the allegations
5 contained therein are legal conclusions not subject to admission or denial. To the extent a
6 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
7 truth of the allegations contained in Paragraph 54 of the Complaint and, on that basis, denies,
8 generally and specifically, each and every allegation contained therein.

9 55. In response to paragraph 55 of the Complaint, Experian states that the allegations
10 contained therein are legal conclusions not subject to admission or denial. To the extent a
11 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
12 truth of the allegations contained in Paragraph 55 of the Complaint and, on that basis, denies,
13 generally and specifically, each and every allegation contained therein.

14 56. In response to paragraph 56 of the Complaint, Experian states that the allegations
15 contained therein are legal conclusions not subject to admission or denial. To the extent a
16 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
17 truth of the allegations contained in Paragraph 56 of the Complaint and, on that basis, denies,
18 generally and specifically, each and every allegation contained therein.

19 57. In response to paragraph 57 of the Complaint, Experian states that the allegations
20 contained therein are legal conclusions not subject to admission or denial. To the extent a
21 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
22 truth of the allegations contained in Paragraph 57 of the Complaint and, on that basis, denies,
23 generally and specifically, each and every allegation contained therein.

24 58. In response to paragraph 58 of the Complaint, Experian states that the allegations
25 contained therein are legal conclusions not subject to admission or denial. To the extent a
26 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
27 truth of the allegations contained in Paragraph 58 of the Complaint and, on that basis, denies,
28 generally and specifically, each and every allegation contained therein.

THE CALIFORNIA VERSION OF THE FCRA-CONSUMER CREDIT REPORTING
AGENCIES ACT (CCRAA)

59. In response to paragraph 59 of the Complaint, Experian states that the CCRAA speaks for itself, and Experian denies Paragraph 59 to the extent it is inconsistent with the CCRAA. To the extent a further response is necessary, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of Paragraph 59 of the Complaint.

60. In response to paragraph 60 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

61. In response to paragraph 61 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

62. In response to paragraph 62 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

63. In response to paragraph 63 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

1 64. In response to paragraph 64 of the Complaint, Experian states that the allegations
2 contained therein are legal conclusions not subject to admission or denial. To the extent a
3 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
4 truth of the allegations contained in Paragraph 64 of the Complaint and, on that basis, denies,
5 generally and specifically, each and every allegation contained therein.

6 65. In response to paragraph 65 of the Complaint, Experian states that the allegations
7 contained therein are legal conclusions not subject to admission or denial. To the extent a
8 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
9 truth of the allegations contained in Paragraph 65 of the Complaint and, on that basis, denies,
10 generally and specifically, each and every allegation contained therein.

11 66. In response to paragraph 66 of the Complaint, Experian states that the allegations
12 contained therein are legal conclusions not subject to admission or denial. To the extent a
13 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
14 truth of the allegations contained in Paragraph 66 of the Complaint and, on that basis, denies,
15 generally and specifically, each and every allegation contained therein.

16 67. In response to paragraph 67 of the Complaint, Experian denies, generally and
17 specifically, each and every allegation contained therein that relates to Experian. As to the
18 allegations in paragraph 67 of the Complaint that relate to the other defendants, Experian is
19 without knowledge or information sufficient to form a belief as to the truth of those allegations
20 and, on that basis, denies, generally and specifically, each and every remaining allegation of
21 paragraph 67 of the Complaint.

22 **OBLIGATIONS WITH RESPECT TO DISCLOSURES OF PERSONAL**
23 **INFORMATION AND NOTICE TO CONSUMER REQUIREMENTS**

24 68. In response to paragraph 68 of the Complaint, Experian admits that it is a
25 “consumer reporting agency” as defined by 15 U.S.C. § 1681a(f). As to the remaining allegations
26 in paragraph 68 of the Complaint, Experian states that the allegations contained therein appear to
27 set forth or characterize a portion of the FCRA. Experian states that the FCRA speaks for itself,
28 and Experian denies Paragraph 68 to the extent it is inconsistent with the FCRA. To the extent a

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1 further response is necessary, Experian is without knowledge or information sufficient to form a
2 belief as to the truth of the allegations and, on that basis, denies, generally and specifically, each
3 and every remaining allegation of Paragraph 68 of the Complaint.

4 69. In response to paragraph 69 of the Complaint, Experian states that the FCRA
5 speaks for itself, and Experian denies Paragraph 69 to the extent it is inconsistent with the FCRA.
6 To the extent a further response is necessary, Experian is without knowledge or information
7 sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and
8 specifically, each and every remaining allegation of Paragraph 69 of the Complaint.

9 70. In response to paragraph 70 of the Complaint, Experian lacks knowledge or
10 information sufficient to form a belief as to the truth of those allegations and, on that basis,
11 denies, generally and specifically, each and every allegation contained therein.

12 71. In response to paragraph 71 of the Complaint, Experian lacks knowledge or
13 information sufficient to form a belief as to the truth of those allegations and, on that basis,
14 denies, generally and specifically, each and every allegation contained therein.

15 **ARTICLE III STANDING**

16 72. In response to paragraph 72 of the Complaint, Experian lacks knowledge or
17 information sufficient to form a belief as to the truth of those allegations and, on that basis,
18 denies, generally and specifically, each and every allegation contained therein.

19 73. In response to paragraph 73 of the Complaint, Experian lacks knowledge or
20 information sufficient to form a belief as to the truth of those allegations and, on that basis,
21 denies, generally and specifically, each and every allegation contained therein.

22 74. In response to paragraph 74 of the Complaint, Experian states that the allegations
23 contained therein are legal conclusions not subject to admission or denial. To the extent a
24 response is required, Experian lacks knowledge or information sufficient to form a belief as to the
25 truth of the allegations contained in Paragraph 74 of the Complaint and, on that basis, denies,
26 generally and specifically, each and every allegation contained therein.

75. In response to paragraph 75 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

COUNT I

VIOLATION OF FAIR CREDIT REPORTING ACT (FDCPA), 15 U.S.C. §1681b and §1681e(a); AND NEGLIGENT OR WILLFUL NONCOMPLIANCE.

76. In response to paragraph 76 of the Complaint, Experian restates and incorporates its responses to the allegations contained in Paragraphs 1 through 75 as though fully set forth herein.

77. In response to paragraph 77 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. As to the allegations in paragraph 77 of the Complaint that relate to the other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 77 of the Complaint.

78. In response to paragraph 78 of the Complaint, Experian lacks knowledge or information sufficient to form a belief as to the truth of those allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

COUNT II

VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681s-2(b)

79. In response to paragraph 79 of the Complaint, Experian restates and incorporates its responses to the allegations contained in Paragraphs 1 through 78 as though fully set forth herein.

80. In response to paragraph 80 of the Complaint, Experian admits, upon information and belief, that Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c). Except as specifically admitted, Experian lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 80 of the Complaint, and, on that basis, denies, generally and specifically, each and every remaining allegation contained therein.

EXPERIAN’S ANSWER
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1 81. In response to paragraph 81 of the Complaint, as to the allegations in Paragraph
2 81 that relate to Experian, Experian admits that it is a “consumer reporting agency” as defined by
3 15 U.S.C. § 1681a(f). As to the allegations in Paragraph 81 that relate to other defendants,
4 Experian lacks knowledge or information sufficient to form a belief about the truth of those
5 allegations and, on that basis, denies, generally and specifically, each and every allegation
6 contained therein.

7 82. In response to paragraph 82 of the Complaint, Experian lacks knowledge or
8 information sufficient to form a belief as to the truth of those allegations and, on that basis,
9 denies, generally and specifically, each and every allegation contained therein.

10 83. In response to paragraph 83 of the Complaint, Experian states that the FCRA
11 speaks for itself, and Experian denies Paragraph 83 to the extent it is inconsistent with the FCRA.
12 To the extent a further response is necessary, Experian is without knowledge or information
13 sufficient to form a belief as to the truth of the allegations and, on that basis, denies, generally and
14 specifically, each and every remaining allegation of Paragraph 83 of the Complaint.

15 84. In response to paragraph 84 of the Complaint, Experian lacks knowledge or
16 information sufficient to form a belief as to the truth of those allegations and, on that basis,
17 denies, generally and specifically, each and every allegation contained therein.

18 85. In response to paragraph 85 of the Complaint, Experian denies, generally and
19 specifically, each and every allegation contained therein that relates to Experian. As to the
20 allegations in paragraph 85 of the Complaint that relate to the other defendants, Experian is
21 without knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, on that basis, denies, generally and specifically, each and every remaining allegation of
23 paragraph 85 of the Complaint.

24 86. In response to paragraph 86 of the Complaint, Experian denies, generally and
25 specifically, each and every allegation contained therein that relates to Experian. As to the
26 allegations in paragraph 86 of the Complaint that relate to the other defendants, Experian is
27 without knowledge or information sufficient to form a belief as to the truth of those allegations
28

1 and, on that basis, denies, generally and specifically, each and every remaining allegation of
2 paragraph 86 of the Complaint.

3 87. In response to paragraph 87 of the Complaint, Experian denies, generally and
4 specifically, each and every allegation contained therein that relates to Experian. As to the
5 allegations in paragraph 87 of the Complaint that relate to the other defendants, Experian is
6 without knowledge or information sufficient to form a belief as to the truth of those allegations
7 and, on that basis, denies, generally and specifically, each and every remaining allegation of
8 paragraph 87 of the Complaint.

9 88. In response to paragraph 88 of the Complaint, Experian lacks knowledge or
10 information sufficient to form a belief as to the truth of those allegations and, on that basis,
11 denies, generally and specifically, each and every allegation contained therein.

12 89. In response to paragraph 89 of the Complaint, Experian states that the allegations
13 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
14 the FCRA speaks for itself, and Experian denies Paragraph 89 to the extent it is inconsistent with
15 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
16 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
17 generally and specifically, each and every remaining allegation of Paragraph 89 of the Complaint.

18 90. In response to paragraph 90 of the Complaint, Experian states that the allegations
19 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
20 the FCRA speaks for itself, and Experian denies Paragraph 90 to the extent it is inconsistent with
21 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
22 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
23 generally and specifically, each and every remaining allegation of Paragraph 90 of the Complaint.

24 91. In response to paragraph 91 of the Complaint, Experian states that the allegations
25 contained therein appear to set forth or characterize a portion of the FCRA. Experian states that
26 the FCRA speaks for itself, and Experian denies Paragraph 91 to the extent it is inconsistent with
27 the FCRA. To the extent a further response is necessary, Experian is without knowledge or
28

1 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
2 generally and specifically, each and every remaining allegation of Paragraph 91 of the Complaint.

3 92. In response to paragraph 92 of the Complaint, Experian lacks knowledge or
4 information sufficient to form a belief as to the truth of those allegations and, on that basis,
5 denies, generally and specifically, each and every allegation contained therein.

6 93. In response to paragraph 93 of the Complaint, Experian denies, generally and
7 specifically, each and every allegation contained therein that relates to Experian. As to the
8 allegations in paragraph 93 of the Complaint that relate to the other defendants, Experian is
9 without knowledge or information sufficient to form a belief as to the truth of those allegations
10 and, on that basis, denies, generally and specifically, each and every remaining allegation of
11 paragraph 93 of the Complaint.

12 94. In response to paragraph 94 of the Complaint, Experian denies, generally and
13 specifically, each and every allegation contained therein that relates to Experian. As to the
14 allegations in paragraph 94 of the Complaint that relate to the other defendants, Experian is
15 without knowledge or information sufficient to form a belief as to the truth of those allegations
16 and, on that basis, denies, generally and specifically, each and every remaining allegation of
17 paragraph 94 of the Complaint.

18 95. In response to paragraph 95 of the Complaint, Experian denies, generally and
19 specifically, each and every allegation contained therein that relates to Experian. As to the
20 allegations in paragraph 95 of the Complaint that relate to the other defendants, Experian is
21 without knowledge or information sufficient to form a belief as to the truth of those allegations
22 and, on that basis, denies, generally and specifically, each and every remaining allegation of
23 paragraph 95 of the Complaint.

24 96. In response to paragraph 96 of the Complaint, Experian lacks knowledge or
25 information sufficient to form a belief as to the truth of those allegations and, on that basis,
26 denies, generally and specifically, each and every allegation contained therein.

27 97. In response to paragraph 97 of the Complaint, Experian denies, generally and
28 specifically, each and every allegation contained therein that relates to Experian. As to the

EXPERIAN'S ANSWER
TO COMPLAINT

1 allegations in paragraph 97 of the Complaint that relate to the other defendants, Experian is
 2 without knowledge or information sufficient to form a belief as to the truth of those allegations
 3 and, on that basis, denies, generally and specifically, each and every remaining allegation of
 4 paragraph 97 of the Complaint.

5 98. In response to paragraph 98 of the Complaint, Experian denies, generally and
 6 specifically, each and every allegation contained therein that relates to Experian. As to the
 7 allegations in paragraph 98 of the Complaint that relate to the other defendants, Experian is
 8 without knowledge or information sufficient to form a belief as to the truth of those allegations
 9 and, on that basis, denies, generally and specifically, each and every remaining allegation of
 10 paragraph 98 of the Complaint.

11 99. In response to paragraph 99 of the Complaint, Experian denies, generally and
 12 specifically, each and every allegation contained therein that relates to Experian. As to the
 13 allegations in paragraph 99 of the Complaint that relate to the other defendants, Experian is
 14 without knowledge or information sufficient to form a belief as to the truth of those allegations
 15 and, on that basis, denies, generally and specifically, each and every remaining allegation of
 16 paragraph 99 of the Complaint.

17 **COUNT III**

18 **VIOLATION OF CALIFORNIA CIVIL CODE §1785 *it seq* (CCRAA),**

19 **BY DEFENDANTS'**

20 100. In response to paragraph 100 of the Complaint, Experian restates and
 21 incorporates its responses to the allegations contained in Paragraphs 1 through 99 as though fully
 22 set forth herein.

23 101. In response to paragraph 101 of the Complaint, Experian admits, upon
 24 information and belief, that Plaintiff is a consumer and a natural person per Civil Code §1785.3.
 25 Except as specifically admitted, Experian lacks knowledge or information sufficient to form a
 26 belief as to the truth of the remaining allegations in Paragraph 101 of the Complaint, and, on that
 27 basis, denies, generally and specifically, each and every remaining allegation contained therein.
 28

1 102. In response to paragraph 102 of the Complaint, Experian denies, generally and
2 specifically, each and every allegation contained therein that relates to Experian. As to the
3 allegations in paragraph 102 of the Complaint that relate to the other defendants, Experian is
4 without knowledge or information sufficient to form a belief as to the truth of those allegations
5 and, on that basis, denies, generally and specifically, each and every remaining allegation of
6 paragraph 102 of the Complaint.

7 103. In response to paragraph 103 of the Complaint, Experian states that the CCRAA
8 speaks for itself, and Experian denies Paragraph 103 to the extent it is inconsistent with the
9 CCRAA. To the extent a further response is necessary, Experian is without knowledge or
10 information sufficient to form a belief as to the truth of the allegations and, on that basis, denies,
11 generally and specifically, each and every remaining allegation of Paragraph 103 of the
12 Complaint.

13 104. In response to paragraph 104 of the Complaint, Experian is without knowledge
14 or information sufficient to form a belief as to the truth of the allegations contained therein and,
15 on that basis, denies, generally and specifically, each and every allegation contained therein.

16 105. In response to paragraph 105 of the Complaint, Experian is without knowledge
17 or information sufficient to form a belief as to the truth of the allegations contained therein and,
18 on that basis, denies, generally and specifically, each and every allegation contained therein.

19 106. In response to paragraph 106 of the Complaint, Experian denies, generally and
20 specifically, each and every allegation contained therein that relates to Experian. As to the
21 allegations in paragraph 106 of the Complaint that relate to the other defendants, Experian is
22 without knowledge or information sufficient to form a belief as to the truth of those allegations
23 and, on that basis, denies, generally and specifically, each and every remaining allegation of
24 paragraph 106 of the Complaint.

25 **COUNT V**

26 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

27 **BY ALL DEFENDANTS.**

1 107. In response to paragraph 107 of the Complaint, Experian restates and
2 incorporates its responses to the allegations contained in Paragraphs 1 through 106 as though
3 fully set forth herein.

4 108. In response to paragraph 108 of the Complaint, Experian is without knowledge
5 or information sufficient to form a belief as to the truth of the allegations contained therein and,
6 on that basis, denies, generally and specifically, each and every allegation contained therein.

7 109. In response to paragraph 109 of the Complaint, Experian denies, generally and
8 specifically, each and every allegation contained therein that relates to Experian. As to the
9 allegations in paragraph 109 of the Complaint that relate to the other defendants, Experian is
10 without knowledge or information sufficient to form a belief as to the truth of those allegations
11 and, on that basis, denies, generally and specifically, each and every remaining allegation of
12 paragraph 109 of the Complaint.

13 110. In response to paragraph 110 of the Complaint, Experian is without knowledge
14 or information sufficient to form a belief as to the truth of the allegations contained therein and,
15 on that basis, denies, generally and specifically, each and every allegation contained therein.

16 111. In response to paragraph 111 of the Complaint, Experian denies, generally and
17 specifically, each and every allegation contained therein that relates to Experian. As to the
18 allegations in paragraph 111 of the Complaint that relate to the other defendants, Experian is
19 without knowledge or information sufficient to form a belief as to the truth of those allegations
20 and, on that basis, denies, generally and specifically, each and every remaining allegation of
21 paragraph 111 of the Complaint.

22 **RESPONSE TO PRAYER FOR RELIEF**

23 Experian denies that Plaintiff is entitled to any damages against Experian as set forth in
24 his prayer for relief.

25 **RESPONSE TO DEMAND FOR JURY TRIAL**

26 In response to the Complaint, Experian admits that Plaintiff has demanded a trial by jury
27 on all issues triable.

AFFIRMATIVE DEFENSES

In further response to Plaintiff's Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

(ARBITRATION)

Experian alleges on information and belief that Plaintiff's claims may be the subject of an arbitration agreement between Plaintiff and Experian.

SECOND AFFIRMATIVE DEFENSE

(INDEMNIFICATION)

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff were the result of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

THIRD AFFIRMATIVE DEFENSE

(FAILURE TO MITIGATE DAMAGES)

Plaintiff has failed to mitigate his damages.

FOURTH AFFIRMATIVE DEFENSE

(LACHES)

The claim for relief set forth in the Complaint is barred by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

(CONTRIBUTORY/COMPARATIVE FAULT)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself, and resulted from Plaintiff's own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

SIXTH AFFIRMATIVE DEFENSE**(ESTOPPEL)**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

SEVENTH AFFIRMATIVE DEFENSE**(STATUTE OF LIMITATIONS)**

Experian is informed and believes and thereon alleges that the claim for relief in the Complaint herein is barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

EIGHTH AFFIRMATIVE DEFENSE**(UNCLEAN HANDS)**

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE**(INDEPENDENT INTERVENING CAUSE)**

Experian alleges upon information and belief that if Plaintiff sustained any of the injuries alleged in the Complaint, there was an intervening, superseding cause and/or causes leading to such alleged injuries and, as such, any action on the part of Experian was not a proximate cause of the alleged injuries.

TENTH AFFIRMATIVE DEFENSE**(MOOTNESS)**

Plaintiff's claim is barred, in whole or in part, to the extent that the claim or relief sought is moot.

ELEVENTH AFFIRMATIVE DEFENSE**(WAIVER)**

Plaintiff's claim is barred, in whole or in part, by the doctrine of waiver.

RESERVATION OF RIGHTS

Experian reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

PRAYER FOR RELIEF

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: March 22, 2024

JONES DAY

By: /s/ Courtney P. O'Connor
Courtney P. O'Connor

Attorneys for Defendant
EXPERIAN INFORMATION
SOLUTIONS, INC.

CERTIFICATE OF SERVICE

I, Courtney P. O'Connor, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California 92612.4408. On March 22, 2024, I served a copy of **DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO PLAINTIFF'S COMPLAINT** by electronic transmission.

I am familiar with the United States District Court for the Northern District of California's practice for collecting and processing electronic filings. Under that practice, documents are electronically filed with the court. The court's CM/ECF system will generate a Notice of Electronic Filing (NEF) to the filing party, the assigned judge, and any registered users in the case. The NEF will constitute service of the document. Registration as a CM/ECF user constitutes consent to electronic service through the court's transmission facilities. Under said practice, the following CM/ECF users were served:

- **Ronald Cupp**
ronc2009@gmail.com
- **Susan N. Nikdel**
susan.nikdel@troutman.com, Derek.Schwahn@troutman.com, kelly-ann.cowan@troutman.com, Christine.Emello@troutman.com, carla.hill@troutman.com

Executed on March 22, 2024, at Irvine, California.

/s/ Courtney P. O'Connor

Courtney P. O'Connor